

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) — Paid Up
With 640 Acres Pooling Provision

PAID UP OIL AND GAS LEASE (No Surface Use)

THIS LEASE AGREEMENT is made this 9th day of May, 2008, by and between **Crowley-7601 South Crowley Road Investment, L.P.**, whose address is c/o Branbury Park, Inc., P.O. Box 342, Provo, Utah, 84603, as Lessor, and **CHESAPEAKE EXPLORATION, L.L.C., an Oklahoma limited liability company**, P.O. Box 18496, Oklahoma City, Oklahoma 73154-0496, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises:

ABSTRACT NO.: 763 SURVEY NAME: Memucan Hunt

2.0628 acres of land, more or less, situated in the Memucan Hunt Survey, A-763, Tarrant County, Texas, also known as Lot M-R, Block 19, Deer Creek Estates, an addition to the City of Crowley, Tarrant County, Texas, according to the Plat thereof recorded in Cabinet A, Slide 8764, Plat Records, Tarrant County, Texas, and being more particularly described in that certain Special Warranty Deed, dated December 9, 2005, from SCP 2005C-C20-TX L.P., a Texas limited partnership, to Crowley-7601 South Crowley Road Investment, L.P., a Texas limited partnership, recorded in Instrument D206019705, Official Public Records, Tarrant County, Texas.

in the County of Tarrant, State of TEXAS, containing 2.0628 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of two (2) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be 25% of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be 25% of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of either producing oil or gas or other substances covered hereby in paying quantities or such wells are waiting on hydraulic fracture stimulation, but such well or wells are either shut-in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut-in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in at lessor's address above or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the US Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. Except as provided for in Paragraph 3. above, if Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after

Richard M. Knapp, President

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Cowley-7601 South Crowley Road Investment, L.P.
By: Branbury Park, Inc., its General Partner

LESSOR (WHETHER ONE OR MORE)

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties herein named as lessor.

DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonuses and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that this lease would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessor has or may negotiate with any other lessor/seller and gas owners.

17. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original.
operations.

15. Lesser hereby warrants and agrees to defend the conveyance to Lesser hereunder, and agrees that Lesser shall pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lesser exercises such option, Lesser shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may remit or settle out of any royalties or shut-in royalties otherwise payable to Lesser hereunder. In the event Lesser is made aware of any claim inconsistent with Lessor's title, Lesser may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lesser has been furnished satisfactory evidence that such claim has been resolved.

16. Notwithstanding anything contained to the contrary in this lease, Lesser shall not have any rights to use the surface of the leased premises for drilling or other

Given a reasonable time after said judicial determination to remedy the defect and less than 10 days.

13. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given the other

12. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase so prevented, delayed or interrupted.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, regulations and orders of any governmental authority having jurisdiction in accordance with the terms and conditions on the drilling and production of wells, and the price of oil, gas, and other substances covered hereby. When drilling, reworking, producing or other operations are presented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, materials, water, electricity, fuel, access to casements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production of oil, gas, coal, or minerals, or by any other cause not reasonably within lessor's control, this lease shall not terminate because of such prevention or delay, and at lessor's option, the period of such prevention or delay shall be added to the term hereof. Lessor shall not be liable for breach of any express or implied covenants of this lease when production or other operations

10. In the exploring for, developing, producing and marketing oil, gas and other substances owned hereby on the leased premises or lands pooled or unitized herewith, in primary and/or enhanced recovery, leases shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, injection wells, disposal wells, power stations, and other facilities deemed necessary by lessor to extract and leasehold interests, free of cost, any oil, gas, water and/or other substances produced on the leased premises.

11. In the exploring for, developing, producing and marketing oil, gas and other substances owned hereby on the leased premises or lands pooled or unitized herewith, in primary and/or enhanced recovery, leases shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, injection wells, disposal wells, power stations, and other facilities deemed necessary by lessor to extract and leasehold interests, free of cost, any oil, gas, water and/or other substances produced on the leased premises.

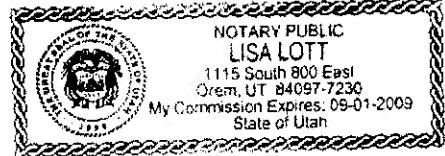
12. Leases shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or lands pooled or unitized herewith, in primary and/or enhanced recovery, leases shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, injection wells, disposal wells, power stations, and other facilities deemed necessary by lessor to extract and leasehold interests, free of cost, any oil, gas, water and/or other substances produced on the leased premises.

9. Lessor may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a part or undivided interest in all portions of the area covered by this lease or any depths or zones therunder, and shall thereupon be relieved of all obligations thereafter arising with respect to any portion of the area covered by this lease or any depths or zones therunder, and shall release all of the area covered hereby. Lessor's obligation to pay or tender such sum to royalities shall be proportionately reduced in accordance with the acreage interest retained hereunder.

lease than held by each.

time will go to more persons are entitled to ship-in royalties heretofore. Lessors may pay or tender such ship-in royalties to such persons to whom credit in the expenses of drilling and operating the well.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable under the lease shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral

ACKNOWLEDGMENTSTATE OF UTAH
COUNTY OF UtahThis instrument was acknowledged before me on the 13th day of May, 2008, byCrowley-7601 South Crowley Road Investment L.P.,
by Branbury Park, Inc., Its General Partner,
Richard M. Knapp, President.Notary Public, State of Utah:
Notary's name (printed): LISA LOTT
Notary's commission expires: 09-01-2009**ACKNOWLEDGMENT**STATE OF TEXAS
COUNTY OF _____

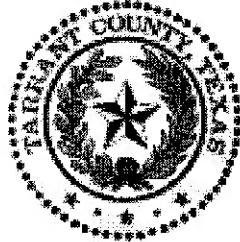
This instrument was acknowledged before me on the _____ day of _____, 20____, by

Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:**CORPORATE ACKNOWLEDGMENT**STATE OF TEXAS
COUNTY OF _____This instrument was acknowledged before me on the _____ day of _____, 20____, by _____ of
a _____ corporation, on behalf of said corporation.Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:**RECORDING INFORMATION**

STATE OF TEXAS

County of _____

This instrument was filed for record on the _____ day of _____, 20____, at _____ o'clock ____ M., and duly recorded in
Book _____, Page _____, of the _____ records of this office.By _____
Clerk (or Deputy)



CREWLAND
3327 WINTHROP

FT WORTH TX 76116

Submitter: WILDHORSE ENERGY INC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 05/28/2008 10:20 AM
Instrument #: D208196963
LSE 4 PGS \$24.00

By: _____



D208196963

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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